

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.** \_\_\_\_\_

**18 U.S.C. § 371  
15 U.S.C. § 78dd-1(a)  
18 U.S.C. § 2  
18 U.S.C. § 1956(h)  
18 U.S.C. § 982(a)(1)**

**UNITED STATES OF AMERICA**

**vs.**

**CHRISTIAN SAPSIZIAN,**

**Defendant.**

\_\_\_\_\_ /

**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times relevant to this Indictment:

1. The Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Sections 78dd-1, *et seq.*, was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons and entities to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value to a foreign government official for the purpose of securing any improper advantage, or of obtaining or retaining business for, or directing business to, any person.

**Relevant Entities and Individuals**

2. Alcatel, S.A. (“Alcatel”) was a worldwide provider of a wide variety of

telecommunications equipment and services. Alcatel was established under the laws of France and was headquartered in Paris, France. Alcatel operated in more than 130 countries, including France, the United States, and, as set forth more fully below, Costa Rica. From at least 2000 until on or about November 30, 2006, American Depositary Shares of Alcatel were registered with the Securities and Exchange Commission and traded on the New York Stock Exchange as American Depositary Receipts (“ADRs”). Accordingly, Alcatel was an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

3. Alcatel CIT, S.A. (“Alcatel CIT”) was a wholly-owned subsidiary of Alcatel and was Alcatel’s main subsidiary in France. Part of its responsibilities included contracting, on behalf of Alcatel, with foreign governments to sell mobile telephone technology and networks, including the government of Costa Rica. Alcatel CIT was also responsible for making payments to Alcatel’s consultants that were located in Costa Rica. For the purposes of Alcatel’s public filings with the United States Securities and Exchange Commission, Alcatel CIT’s financial statements were consolidated into Alcatel’s financial statements. Alcatel CIT held a bank account at ABN Amro Bank in New York, New York, which was used in part, to pay consultants located around the world.

4. Alcatel Standard, S.A. (“Alcatel Standard”) was a wholly-owned subsidiary of Alcatel and was based in Switzerland. Its responsibilities included entering into agreements with consultants who worked on behalf of Alcatel or Alcatel CIT in various countries, including consultants located in Costa Rica.

5. Alcatel de Costa Rica, S.A. (“Alcatel de Costa Rica”) was a local incorporated affiliate of Alcatel and Alcatel CIT. It was responsible for the day-to-day commercial operations of Alcatel in Costa Rica. For example, Alcatel de Costa Rica informed Alcatel of the local tenders for

commercial projects available in Costa Rica, assisted Alcatel in preparing bids, and communicated with the state-owned telecommunications authority in Costa Rica.

6. Servicios Notariales, Q.C. (“Servicios Notariales”) was a purported consulting firm based in Costa Rica. From in or around 2001 until in or around October 2004, Alcatel Standard, on behalf of Alcatel CIT, executed at least three consulting contracts with Servicios Notariales for the stated purpose of assisting Alcatel in obtaining telecommunications contracts in Costa Rica. Servicios Notariales held an account at Cuscatlan International Bank & Trust Co. Ltd, which is based in Costa Rica.

7. El Instituto Costarricense de Electricidad (“ICE”) was the state-owned telecommunications authority in Costa Rica, which among other things, was responsible for awarding and administering public tenders for telecommunications contracts. ICE was governed by a seven-member board of directors that evaluated and approved bid proposals submitted by telecommunications companies, including Alcatel. The ICE Board was led by an Executive President.

8. The “ICE Official” was a director of ICE and an advisor to a senior Costa Rican government official (the “Senior Government Official”). As a result, the ICE Official’s salary was paid by the government of Costa Rica. The ICE Official and the Senior Government Official were “foreign officials” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(a), and were in a significant position to influence the policy decisions made by ICE and the contracts awarded by ICE. The ICE Official held bank accounts in his wife’s name at Saint George Bank & Trust Co. Ltd. and BCT Bank International, both located in Panama. In fact, the ICE Official exercised control over and was a beneficial owner of the accounts.

9. Defendant **CHRISTIAN SAPSIZIAN** was employed by Alcatel or an Alcatel subsidiary starting in or around 1981. From in or around 2001 to in or around late 2004, **SAPSIZIAN** held the title of Deputy Vice President of Latin America for Alcatel CIT and reported to Alcatel CIT's Vice President of Latin America. During this time, Alcatel's Vice President of Latin America delegated the responsibility for Costa Rica to **SAPSIZIAN**. **SAPSIZIAN**'s responsibilities included negotiating contracts in Latin America on behalf of Alcatel and Alcatel CIT. **SAPSIZIAN** spent part of his time working at Alcatel corporate headquarters in France, and part of his time traveling throughout Latin America attending to Alcatel's business in the region. Accordingly, **SAPSIZIAN** was an "employee" and an "agent" of an "issuer" within the meaning of the FCPA, Title 15, United States Code Section 78dd-1.

10. Alcatel de Costa Rica was managed on a day-to-day basis by a Costa Rican national who was the senior country officer (the "Senior Country Officer"), whose responsibilities included negotiating contracts for Alcatel's services with ICE and contracts with consultants who worked on Alcatel's behalf in Costa Rica. **CHRISTIAN SAPSIZIAN** supervised the Senior Country Officer with regard to the approval and hiring of consultants in Costa Rica.

#### **Alcatel's Contracts with ICE**

11. Prior to 2000, Alcatel historically had been unsuccessful in obtaining contracts with ICE in Costa Rica for mobile telephone services. Prior to 2000, the mobile telephone network used in Costa Rica was provided by an Alcatel competitor, which primarily utilized a different technology than Alcatel offered. In Costa Rica, the competitor provided network services using Time Division Multiple Access ("TDMA"). TDMA is a technology for delivering digital wireless service. It is generally considered an older or first generation technology. Alcatel primarily provided services

using Global System for Mobile (“GSM”) technology. GSM is a newer or second generation technology used for delivering digital wireless service.

12. In or around 2000, there was significant public debate in Costa Rica as to what technology should be employed for Costa Rica’s mobile telephone network in future contracts with ICE. Many options, such as TDMA (first generation), GSM (second generation), or newer third generation technologies, were under consideration.

13. In or around October 2000, prior to a formal vote by the ICE Board of Directors, the Executive President of ICE announced that ICE intended to open a bid round for developing a mobile telephone network in Costa Rica using the GSM technology.

14. In or around December 2000, the ICE Board formally voted to open a bid round for developing a mobile network in Costa Rica using GSM technology, as opposed to the older TDMA technology or other newer third generation technologies.

15. On or about August 28, 2001, ICE awarded Alcatel CIT a contract to develop a GSM mobile network in Costa Rica and to provide 400,000 lines of mobile telephone service (the “400K GSM Contract”). The 400K GSM Contract would give Alcatel 100% of all new mobile lines installed in Costa Rica and 50% of all existing mobile lines. The contract was valued at approximately \$149 million, and was by far Alcatel’s most significant contract in Costa Rica.

**COUNT 1**  
**Conspiracy to Violate the Foreign Corrupt Practices Act**  
**(18 U.S.C. § 371)**

**THE CONSPIRACY**

1. Paragraphs 1 through 15 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From at least in or around February 2000, through in or around September 2004, in the Southern District of Florida, and elsewhere, the defendant,

**CHRISTIAN SAPSIZIAN,**

did willfully that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with the “Senior Country Officer” and others, known and unknown to the Grand Jury, to commit an offense against the United States, that is, being an officer, director, employee, and agent of Alcatel, an issuer, and stockholder thereof acting on behalf of Alcatel, to make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to any foreign official for purposes of: (i) influencing acts and decisions of such foreign official in his official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his influence with a foreign government and instrumentalities thereof to affect and influence acts and decisions of such government and instrumentalities, in order to assist **CHRISTIAN SAPSIZIAN**, the defendant, and others known and unknown to the Grand Jury, in obtaining and retaining business for and with, and directing business to, Alcatel and its subsidiaries, contrary to Title 15, United States Code, Section 78dd-1(a).

**PURPOSE OF THE CONSPIRACY**

3. The purpose of the conspiracy was to make corrupt payments to a foreign official in Costa Rica in order to obtain and retain business for Alcatel.

#### **MANNER AND MEANS OF THE CONSPIRACY**

4. The manner and means by which the defendant and his co-conspirators sought to accomplish the purpose and object of the conspiracy, included, but were not limited to the following:

a. It was a part of the conspiracy that **CHRISTIAN SAPSIZIAN** and his co-conspirators would offer and agree to pay money to the ICE Official, knowing that the payments would be shared with the Senior Government Official, in exchange for their assistance in obtaining favorable policy decisions and obtaining and retaining contracts with ICE.

b. It was a further part of the conspiracy that **SAPSIZIAN** and his co-conspirators would cause Alcatel Standard, on behalf of Alcatel CIT, to execute purported consulting contracts with Servicios Notariales, in which Alcatel promised to pay Servicios Notariales a percentage, ranging from 1% to 9.75%, of the value of the contract that Servicios Notariales assisted Alcatel in obtaining with ICE in return for Servicios Notariales performing vaguely-described marketing and advisory services.

c. It was a further part of the conspiracy that **SAPSIZIAN** and his co-conspirators would use Servicios Notariales as a conduit to pass bribe payments to the ICE Official and the Senior Government Official.

d. It was a further part of the conspiracy that Servicios Notariales would create invoices purportedly for “commissions” related to the contracts awarded and submit those invoices to Alcatel, Alcatel CIT or Alcatel de Costa Rica.

e. It was a further part of the conspiracy that the Senior Country Officer would send Servicios Notariales’ invoices by facsimile to **SAPSIZIAN** in France.

f. It was a further part of the conspiracy that **SAPSIZIAN** and his co-

conspirators would cause Alcatel CIT to wire transfer approximately \$14 million of Alcatel's funds from Alcatel CIT's account at ABN Amro Bank in New York, New York to an account at the International Bank of Miami, in Miami, Florida to be further credited to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

g. It was a further part of the conspiracy that **SAPSIZIAN** and his co-conspirators would inform Servicios Notariales how to distribute the funds to the ICE Official.

h. It was a further part of the conspiracy that **SAPSIZIAN** and his co-conspirators would authorize Servicios Notariales to distribute approximately \$2.56 million to the ICE Official, knowing that the ICE Official would share the corrupt payments with the Senior Government Official, in exchange for their assistance in obtaining and retaining business for Alcatel, more specifically, for using their influence to open a bid round for a GSM-based mobile network and award a mobile telephone contract to Alcatel.

### **OVERT ACTS**

5. In furtherance of the conspiracy and to achieve its purpose and object thereof, at least one of the co-conspirators committed or caused to be committed, in the Southern District of Florida, and elsewhere, the following overt acts, among others:

a. In or around June 2000, **CHRISTIAN SAPSIZIAN** and the ICE Official discussed Alcatel making payments to other foreign officials in Costa Rica.

b. In or around November 2000, **SAPSIZIAN** and his co-conspirators offered the ICE Official 1.5% to 2% of the value of the 400K GSM Contract in exchange for the ICE Official voting in favor of opening a bid round for a GSM-based mobile network and otherwise assisting Alcatel in obtaining the 400K GSM Contract.



c. In or around December 2000, **SAPSIZIAN** and his co-conspirators agreed to make the payments to the ICE Official after being informed that the ICE Official would share the payments with the Senior Government Official.

d. On or about October 7, 2001, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of “commissions” in the approximate amount of \$800,000.

e. On or about November 6, 2001, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of “commissions” in the approximate amount of \$700,000.

f. On or about November 19, 2001, **SAPSIZIAN** emailed an Alcatel employee authorizing three payments to Servicios Notariales for the approximate amounts of: \$800,000, \$700,000, and \$749,241.

g. On or about December 6, 2001, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of “commissions” in the approximate amount of \$749,271.

h. On or about December 7, 2001, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$800,000 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales’ account at Cuscatlan International Bank in Costa Rica.

i. On or about December 10, 2001, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$225,000 from its account at Cuscatlan International Bank in Costa Rica to Terrabank N.A. Bank, located in Miami, Florida, and then to an

account in the name of the ICE Official's wife at Saint George Bank & Trust Co. Ltd in Panama.

j. On or about December 28, 2001, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$700,000 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

k. On or about January 25, 2002, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$749,271 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

l. On or about May 20, 2002, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to purchase four Certificates of Deposit (CDs) worth approximately \$100,000, using funds from its account at Cuscatlan International Bank, in Costa Rica, and to give those CDS to the ICE Official.

m. On or about July 22, 2002, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions" in the approximate amount of \$1,380,085.

n. On or about July 29, 2002, the Senior Country Officer faxed the July 22 Servicios Notariales invoice for approximately \$1,380,085 to "Mrs. Alcatel CIT (C/O C. Sapsizian)."

o. On or about August 9, 2002, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$1,380,085 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

p. On or about August 14, 2002, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$100,000 from its account at Cuscatlan International Bank in Costa Rica to Terrabank N.A. Bank, located in Miami, Florida, then to an account in the name of the ICE Official's wife at Saint George Bank & Trust Co. Ltd in Panama.

q. On or about August 14, 2002, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$590,000 from its account at Cuscatlan International Bank in Costa Rica to Bank of America, located in Miami, Florida, then to an account in the name of the ICE Official's wife at BCT Bank International in Panama.

r. On or about October 25, 2002, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$81,566 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

s. On or about September 19, 2002, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions" in the approximate amount of \$704,100.

t. On or about October 2, 2002, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions" in the approximate amount of \$345,536.

u. On or about October 7, 2002, the Senior Country Officer faxed the invoices dated September 19 and October 2, 2002 to "Mrs. Alcatel CIT, (C/O Sapsizian)."

v. On or about December 2, 2002, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$1,049,636 from its account at ABN Amro Bank in New

York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

w. On or about December 9, 2002, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$180,000 from its account at Cuscatlan International Bank in Costa Rica to an account in the name of the ICE Official's wife at BCT Bank International in Panama.

x. On or about February 12, 2003, Servicios Notariales submitted two invoices to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions", each in the approximate amount of \$1,969,667.

y. On or about February 18, 2003, the Senior Country Officer faxed the two invoices for approximately \$1,969,667 to "Mrs. Alcatel CIT, Attn: C. Sapsizian (France)."

z. On or about March 28, 2003, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$3,939,334 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank, in Costa Rica.

aa. On or about April 2, 2003, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$576,000 from its account at Cuscatlan International Bank in Costa Rica, to Bank of America, located in Miami, Florida, then to an account in the name of the ICE Official's wife at BCT Bank International in Panama.

bb. On or about June 19, 2003, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$17,821 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further

credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

cc. On or about June 19, 2003, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$1,099,630 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

dd. On or about July 4, 2003, **SAPSIZIAN** and his co-conspirators caused Servicios Notariales to wire transfer approximately \$339,000 from its account at Cuscatlan International Bank in Costa Rica, to Bank of America, located in Miami, Florida, then to an account in the name of the ICE Official's wife at BCT Bank International in Panama.

ee. On or about September 26, 2003, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions" in the approximate amount of \$1,155,418.

ff. On or about September 26, 2003, Servicios Notariales submitted an invoice to Alcatel CIT, to the attention of **SAPSIZIAN**, for partial payment of "commissions" in the approximate amount of \$3,555,091.

gg. On or about October 3, 2003, the Senior Country Officer faxed the two invoices dated September 26, 2003 to "Mrs. Alcatel CIT."

hh. On or about October 24, 2003, **SAPSIZIAN** and his co-conspirators caused Alcatel CIT to wire transfer approximately \$4,710,509 from its account at ABN Amro Bank in New York, New York, to an account at the International Bank of Miami, in Miami, Florida, for further credit to Servicios Notariales' account at Cuscatlan International Bank in Costa Rica.

ii. On or about October 27, 2003, **SAPSIZIAN** and his co-conspirators caused

Servicios Notariales to wire transfer approximately \$450,000 from its account at Cuscatlan International Bank in Costa Rica, to Bank of America located in Miami, Florida, then to an account in the name of the ICE Official's wife at BCT Bank International in Panama.

All in violation of Title 18, United States Code, Section 371.

**COUNTS 2-9**  
**Foreign Corrupt Practices Act Violations**  
**(15 U.S.C. § 78dd-1(a), 18 U.S.C. § 2)**

1. Paragraphs 1 through 15 of the General Allegations section and paragraphs 3-5 of Count 1 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below, in the Southern District of Florida, and elsewhere, defendant,

**CHRISTIAN SAPSIZIAN,**

being an officer, director, employee, and agent of Alcatel and stockholder thereof acting on behalf of Alcatel, an issuer within the meaning of the Foreign Corrupt Practices Act, made use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to any foreign official for purposes of: (a) influencing acts and decisions of such foreign official in his official capacity; (b) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (c) securing an improper advantage; and (d) inducing such foreign official to use his influence with foreign governments and instrumentalities thereof to affect and influence acts and decisions of such governments and instrumentalities in order to assist **CHRISTIAN SAPSIZIAN**, the defendant, and

others known and unknown to the Grand Jury, in obtaining and retaining business for and with, and directing business to, Alcatel as described below:

<b>Count</b>	<b>APPROX. AMOUNT OF THING OF VALUE</b>	<b>MEANS AND INSTRUMENTALITIES OF INTERSTATE COMMERCE USED</b>	<b>FOREIGN OFFICIAL</b>	<b>APPROX. DATE</b>
2	\$225,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	12/10/2001
3	\$100,000	using funds from an account at Cuscatlan International Bank to purchase four CDs	ICE Official	05/20/2002
4	\$100,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	08/14/2002
5	\$590,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	08/14/2002
6	\$180,000	wire transfer from Costa Rica to Panama	ICE Official	12/09/2002
7	\$576,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	04/02/2003
8	\$339,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	07/04/2003
9	\$450,000	wire transfer from Costa Rica, through Miami, to Panama	ICE Official	10/27/2003

In violation of Title 15, United States Code, Section 78dd-1(a) and Title 18, United States Code, Section 2.

**COUNT 10**  
**Money Laundering Conspiracy**  
**(18 U.S.C. § 1956(h))**

1. Paragraphs 1-15 of the General Allegations section and paragraphs 3-5 of Count 1 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around February 2000, and continuing through in or around September 2004, in the Southern District of Florida, and elsewhere, the defendant,

**CHRISTIAN SAPSIZIAN,**

did knowingly, combine, conspire, confederate and agree with the Senior Country Officer and others, known and unknown to the Grand Jury to commit a violation of Title 18, United States Code, Section 1956, that is: to knowingly transport, transmit, and transfer a monetary instrument and funds from a place in the United States to and through a place outside the United States and to a place in the United States from and through a place outside the United States with the intent to promote the carrying on of specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

It is further alleged that the specified unlawful activity referred to above is a violation of the Foreign Corrupt Practices Act, Title 15, United States Code, Section 78dd-1(a).

In violation of Title 18, United States Code, Section 1956(h).

**FORFEITURE ALLEGATION**  
**(18 U.S.C. § 982(a)(1))**

1. The allegations contained in Count 10 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of **CHRISTIAN SAPSIZIAN** for the offense charged in Count 10 of this Indictment, the defendant shall forfeit to the United States any property, real or personal, which was involved in the money laundering offense and all property traceable to such property, including but not limited to the following:



a. A sum of money equal to \$14,000,000 in United States currency, in that such sum in aggregate is property which was involved in the money laundering offense charged in Count 10 or is traceable to such property, for which the defendant is jointly and severally liable.

Substitute Assets Provision

b. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- (i) cannot be located upon the exercise of due diligence;
- (ii) has been transferred or sold to, or deposited with, a third party;
- (iii) has been placed beyond the jurisdiction of the court;
- (iv) has been substantially diminished in value; or
- (v) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 18 United States Code, Section § 982, to seek forfeiture of any other property of said defendant up to the value of the forfeitable property described above, including but not limited to the following:

(i) Any and all right, title, and interest in the real property and appurtenances known as 56 Rue Labrouste, Paris, France;

(ii) Any and all right, title, and interest in the funds located in Chase Bank Account No. 376000550465;

(iii) Any and all right, title, and interest in the funds located in HSBC Bank Account No. 179-06414-2; and

(iv) Any and all right, title, and interest in the funds located in the HSBC

Account in the defendant's name at HSBC Bank located in Paris France.

In violation of Title 18, United States Code, Section 982.

A TRUE BILL

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FOREPERSON

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R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

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STEVEN A. TYRRELL  
ACTING CHIEF, FRAUD SECTION  
CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

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MARY K. DIMKE  
TRIAL ATTORNEY, FRAUD SECTION  
CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE